

Objections and Response to Request No. 436:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 437:

437. After Chicago had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Chicago and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 437:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase “had completed.” Without waiving said objections, denied. The LOA had no term commitment and was subject to being overridden by a superceding LOA immediately thereafter.

Request No. 438:

438. The NOS/ANI employee’s statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 438:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 439:

439. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

Objections and Response to Request No. 439:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 440:

440. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 440:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 441:

441. Chicago did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 441:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 442:

442. The NOS/ANI employee used misleading statements or practices in its attempt to induce Chicago to sign a NOS/ANI LOA.

Objections and Response to Request No. 442:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Without waiving said objections, admitted an LOA was executed.

Request No. 443:

443. If NOS/ANI obtained Chicago’s authorization to switch its carrier to NOS/ANI by convincing Chicago to execute a NOS/ANI LOA, NOS/ANI did so through misleading statements or practices.

Objections and Response to Request No. 443:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted an LOA was executed.

Request No. 444:

444. Chicago did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 444:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 445:

445. During the period September 2002 to March 2003, Chicago and NOS/ANI were in contact repeatedly, during which contacts Chicago made complaints concerning NOS/ANI’s service, billing, and/or slamming practices.

Objections and Response to Request No. 445:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 446:

446. Attachment T is a true and accurate copy of a letter from Chicago to NOS/ANI dated March 5, 2003, stating that, effective April 1, 2003, arrangements between Chicago and NOS/ANI were terminated and no further invoices would be paid.

Objections and Response to Request No. 446:

The Companies hereby incorporate their General Objections to the extent applicable.
Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records are not able to confirm this fact.

EarthAction Alerts Network

Request No. 447:

447. Immediately prior to June 6, 2002, EarthAction Alerts Network ("EarthAction") was a customer of NOS/ANI d/b/a QuantumLink Communications.

Objections and Response to Request No. 447:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 448:

448. On or about June 6, 2002, EarthAction's telephone number was 413/549-8118.

Objections and Response to Request No. 448:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account

Request No. 449:

449. On or about June 6, 2002, EarthAction was located at 30 Cottage Street, Amherst, MA 01002.

Objections and Response to Request No. 449:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records do not reflect that the above-referenced address was associated with the referenced account.

Request No. 450:

450. On or about June 6, 2002, EarthAction switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 450:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that it received notice to release a toll-free number on June 6, 2002.

Request No. 451:

451. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction for the purpose of inducing EarthAction to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 451:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that a Winback I call was made that included informing the customer that lines remained with the Companies.

Request No. 452:

452. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 452:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 453:

453. I[f] the NOS/ANI employee convinced EarthAction to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch EarthAction's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 453:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "convinced." Interpretation of the phrase "under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules" calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 454:

454. After EarthAction had switched its preferred service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction's new carrier switch was incomplete and NOS/ANI was still showing call traffic from EarthAction.

Objections and Response to Request No. 454:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Contact was made while service remained with the Companies.

Request No. 455:

455. The NOS/ANI employee's statement that EarthAction's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

Objections and Response to Request No. 455:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied. Outbound traffic was carried by the Companies as of June 6, 2002.

Request No. 456:

456. At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

Objections and Response to Request No. 456:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 457:

457. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic from EarthAction was false.

Objections and Response to Request No. 457:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 458:

458. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 458:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that the contact was after all lines had been switched. Admitted that a representation was made that the lines remaining with the Companies could be interrupted.

Request No. 459:

459. The NOS/ANI employee's statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 459:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 460:

460. At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 460:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 461:

461. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 461:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 462:

462. After EarthAction had switched its service provider from NOS/ANI, a NOS/ANI employee contacted EarthAction and represented that EarthAction could not change its long distance service provider.

Objections and Response to Request No. 462:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies’ records cannot confirm this fact.

Request No. 463:

463. The NOS/ANI employee’s statement that EarthAction could not change its long distance service provider was false.

Objections and Response to Request No. 463:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 464:

464. At the time of the statement, the NOS/ANI employee knew that its statement that EarthAction could not change its long distance service provider was false.

Objections and Response to Request No. 464:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 465:

465. NOS/ANI Management knew that, at the time of the statement, the statement that EarthAction could not change its long distance service provider was false.

Objections and Response to Request No. 465:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 466:

466. EarthAction signed a NOS/ANI LOA after the contact from the NOS/ANI employee.

Objections and Response to Request No. 466:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 467:

467. On or about June 11, 2002, NOS/ANI switched EarthAction's telephone service back to NOS/ANI.

Objections and Response to Request No. 467:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. The Companies' records reflect that lines were not re-provisioned and stopped trafficking on June 6, 2002.

Request No. 468:

468. On or about June 11, 2002, NOS/ANI submitted and caused to be executed an unauthorized preferred carrier change for InterLATA, IntraLATA, and local service.

Objections and Response to Request No. 468:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 469:

469. EarthAction did not authorize NOS/ANI to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 469:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted. The customer was not re-provisioned.

Request No. 470:

470. The NOS/ANI employee used misleading statements or practices in its attempt to induce EarthAction to sign a NOS/ANI LOA.

Objections and Response to Request No. 470:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 471:

471. If NOS/ANI obtained EarthAction’s authorization to switch its carrier to NOS/ANI by convincing EarthAction to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.

Objections and Response to Request No. 471:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “misleading.” Interpretation of the phrase “misleading” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, denied.

Request No. 472:

472. EarthAction did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

Objections and Response to Request No. 472:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “expressly, knowingly or willingly authorize.” Interpretation of the phrase “expressly, knowingly or willingly authorize” calls for a legal conclusion. Without waiving said objections, admitted.

Request No. 473:

473. On June 25, 2002, EarthAction again switched its InterLATA, IntraLATA, and local service telephone service from NOS/ANI.

Objections and Response to Request No. 473:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied. Lines stopped trafficking on June 6, 2002 and were not re-provisioned by the Companies.

Genisys Financial d/b/a Magellan Mortgage

Request No. 474:

474. Immediately prior to April 15, 2002, Genisys Financial d/b/a Magellan Mortgage (“Genisys”) was a customer of NOS/ANI d/b/a CierraCom Systems.

Objections and Response to Request No. 474:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted.

Request No. 475:

475. On or about April 15, 2002, Genisys's telephone number was 949/722-1760.

Objections and Response to Request No. 475:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced number was associated with the referenced account.

Request No. 476:

476. On or about April 15, 2002, Genisys was located at 485 East 17th Street, Costa Mesa, CA 92627.

Objections and Response to Request No. 476:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the Companies' records reflect that the above-referenced address was associated with the referenced account.

Request No. 477:

477. On or about April 15, 2002, Genisys switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.

Objections and Response to Request No. 477:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Denied that all lines were switched at that time. Admitted that the Companies' records reflect that notice was received that some lines of the above-referenced were switched at or about April 16, 2002.

Request No. 478:

478. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys for the purpose of inducing Genisys to switch its service provider back to NOS/ANI.

Objections and Response to Request No. 478:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that a Winback I call was made that included informing the customer that some service remained with the Companies.

Request No. 479:

479. During the contact, the NOS/ANI employee utilized the Winback Script.

Objections and Response to Request No. 479:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the script was utilized; however, most of the discussion with the customer was outside the script.

Request No. 480:

480. If the NOS/ANI employee convinced Genisys to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Genisys's telephone service provider back to NOS/ANI.

Objections and Response to Request No. 480:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “convinced.” Interpretation of the phrase “under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission’s Rules” calls for a legal conclusion. Objection to the form of the Request, which is a hypothetical. Without waiving said objections, admitted that an LOA was executed.

Request No. 481:

481. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that the new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Genisys.

Objections and Response to Request No. 481:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, admitted. Some service remained with the Companies.

Request No. 482:

482. The NOS/ANI employee’s statement that Genisys’s new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 482:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 483:

483. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 483:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 484:

484. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys's new carrier switch was incomplete and that NOS/ANI was still showing call traffic was false.

Objections and Response to Request No. 484:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 485:

485. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that, if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI.

Objections and Response to Request No. 485:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that the contact occurred after all lines were switched. Admitted that it was represented that the lines remaining with the Companies could be interrupted.

Request No. 486:

486. The NOS/ANI employee's statement that, if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.

Objections and Response to Request No. 486:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 487:

487. At the time of the statement, the NOS/ANI employee knew that its statement that if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.

Objections and Response to Request No. 487:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 488:

488. NOS/ANI Management knew that, at the time of the statement, the statement that if Genisys did not sign a NOS/ANI LOA, NOS/ANI would be keeping Genisys's lines up and running at a liability or risk to NOS/ANI, was false.

Objections and Response to Request No. 488:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 489:

489. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that Genisys’s telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.

Objections and Response to Request No. 489:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that service could be interrupted for the remaining lines with the Companies.

Request No. 490:

490. The NOS/ANI employee’s statement that Genisys’s telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 490:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 491:

491. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 491:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 492:

492. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys's telephone service would be interrupted unless Genisys signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

Objections and Response to Request No. 492:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 493:

493. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

Objections and Response to Request No. 493:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Denied that contact occurred after all lines were switched. Admitted that it was represented that service could be interrupted for the remaining lines with the Companies.

Request No. 494:

494. The NOS/ANI employee's statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 494:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 495:

495. At the time of the statement, the NOS/ANI employee knew that its statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 494:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase "false." Interpretation of the phrase "false" calls for a legal conclusion. Without waiving said objections, denied.

Request No. 495:

496. NOS/ANI Management knew that, at the time of the statement, the statement that Genisys had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.

Objections and Response to Request No. 496:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 497:

497. After Genisys had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Genisys and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.

Objections and Response to Request No. 497:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Vague and ambiguous with respect to the phrase “had completed.” Denied that contact occurred after all lines were switched. Admitted that it was represented that the signed LOA could have that effect. Further admitted that the LOA had no term commitment and could be superceded by a later LOA from another carrier immediately.

Request No. 498:

498. The NOS/ANI employee’s statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 498:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 499:

499. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effectively only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 499:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 500:

500. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.

Objections and Response to Request No. 500:

The Companies hereby incorporate their General Objections to the extent applicable. Subject to, and without waiving their objections, the Companies respond as follows:

Objection. Vague and ambiguous with respect to the phrase “false.” Vague and ambiguous with respect to the phrase “had completed.” Interpretation of the phrase “false” calls for a legal conclusion. Without waiving said objections, denied.

Request No. 501:

501. Genisys signed a NOS/ANI LOA after the contact from the NOS/ANI employee.

Objections and Response to Request No. 501:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows

Without waiving said objections, admitted.

Request No. 502:

502. On or about April 17, 2002, NOS/ANI switched Genisys back from its preferred carrier for InterLATA and IntraLATA Service to NOS/ANI.

Objections and Response to Request No. 502:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Admitted that the executed LOA was submitted as executed.

Request No. 503:

503. Genisys did not authorize NOS/ANI to switch its InterLATA and IntraLATA Service provider back to NOS/ANI.

Objections and Response to Request No. 503:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows:

Without waiving said objections, denied.

Request No. 504:

504. The NOS/ANI employee used misleading statements or practices in its attempt to induce Genisys to sign a NOS/ANI LOA.

Objections and Response to Request No. 504:

The Companies hereby incorporate their General Objections to the extent applicable.

Subject to, and without waiving their objections, the Companies respond as follows: